

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

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|----------------------------------|---|------------------------------|
| LINEX TECHNOLOGIES, INC. | § | |
| | § | |
| Plaintiff, | § | |
| vs. | § | Civil Action No. 2:07-cv-223 |
| | § | |
| BELAIR NETWORKS INC., CISCO | § | JURY TRIAL DEMANDED |
| SYSTEMS, INC., FIRETIDE, INC., | § | |
| PROXIM WIRELESS CORPORATION, and | § | |
| SKYPILOT NETWORKS, INC. | § | |
| | § | |
| Defendants. | § | |

COMPLAINT

Plaintiff, Linex Technologies, Inc. (“Linex”), brings this action against the Defendants BelAir Networks Inc. (“BelAir”), Cisco Systems, Inc. (“Cisco”), Firetide, Inc. (“Firetide”), Proxim Wireless Corporation (“Proxim”) and SkyPilot Networks, Inc. (“SkyPilot”), and for its causes of action alleges:

The Parties

1. Linex is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 187 Highway 36, West Long Branch, New Jersey, 07764.

2. Upon information and belief, BelAir is a corporation organized and existing under the laws of Canada and is doing business in this judicial district and elsewhere. BelAir has a principal place of business at 603 March Road, Kanata, Ontario, Canada, K2K 2M5, and may be served with process in accordance with the Hague Convention by making a request for service to the Ministry of the Attorney General, Ontario Court of Justice, 393 Main Street, Haileybury, Ontario, Canada, P0J1K0.

3. Upon information and belief, Cisco is a corporation organized and existing under the laws of the State of California and is doing business in this judicial district and elsewhere. Cisco may be served with process by serving its Texas registered agent, Prentice Hall Corporation System at 701 Brazos Street, Suite 1050, Austin, TX, 78701.

4. Upon information and belief, Firetide is a corporation organized and existing under the laws of the State of Delaware and is doing business in this judicial district and elsewhere. Firetide may be served with process by serving its registered agent, Incorporating Services, Ltd., 3500 South Dupont Highway, Dover, DE, 19901.

5. Upon information and belief, Proxim is a corporation organized and existing under the laws of the State of Delaware and is doing business in this judicial district and elsewhere. Proxim may be served with process by serving its registered agent, RL&F Service Corp. One Rodney Square 10th Floor, Tenth & King Streets, P.O. Box 551, Wilmington, DE, 19801.

6. Upon information and belief, SkyPilot is a corporation organized and existing under the laws of the State of Delaware and is doing business in this judicial district and elsewhere. SkyPilot may be served with process by serving its registered agent, Incorporating Services, Ltd., 3500 South Dupont Highway, Dover, DE, 19901.

Jurisdiction and Venue

7. This is an action for infringement of a United States patent. Accordingly, this action arises under the patent laws of the United States of America, 35 U.S.C. § 1 et. seq. and jurisdiction is properly based on Title 35 United States Code, particularly § 271, and title 28 United States Code, particularly § 1338(a).

8. Venue is proper in this district under Title 28 United States Code §§ 1391(b-c) and 1400(b). Upon information and belief, each Defendant has transacted business in this district or has committed and/or induced acts of patent infringement in this district.

Claims for Patent Infringement: Count I

9. On December 10, 2002, United States Patent No. 6,493,377 (“the ‘377 patent”), which is entitled “Distributed Network, Spread-Spectrum System,” was duly and legally issued. A true and correct copy of the ‘377 patent is attached as Exhibit A.

10. Pursuant to 35 U.S.C. § 282, the ‘377 patent is presumed valid.

11. By assignment, Linx is the sole owner of the ‘377 patent and has the exclusive right to enforce the ‘377 patent.

12. BelAir manufactures and sells mesh networks and mesh network components, including but not limited to the BelAir 50C Wireless Mesh Node, BelAir100 Wireless Multi-service Node, the BelAir100C Wireless Mesh Node, the BelAir100S Strand Mounted Wireless Multi-service Node, the BelAir200 Wireless Multi-service Switch Router, the BelAir300 Converged Multi-service Wireless Node, and the BelView Network Management System. By manufacturing and selling these products, BelAir has in the past and continues to infringe, contribute to the infringement of, or induce the infringement of claims 16, 22 and 33 of the ‘377 patent, either literally or under the doctrine of equivalents.

13. Cisco manufactures and sells mesh networks and mesh network components, including but not limited to the Aironet 1500 Series Wireless Mesh Access Points (models 1505 and 1510) and the Cisco Wireless LAN Controllers. By manufacturing and selling these products, Cisco has in the past and continues to infringe, contribute to the infringement of, or

induce the infringement of claims 16, 22 and 33 of the '377 patent, either literally or under the doctrine of equivalents.

14. Firetide manufactures and sells mesh networks and mesh network components, including but not limited to the HotPoint 1000R Outdoor Wireless Mesh Router, the HotPoint 1000S Wireless Mesh Router, the HotPoint 1500R Outdoor Wireless Mesh Router, the HotPoint 1500S Indoor Wireless Mesh Router, the HotPoint 4500 Indoor Access Point, the HotPoint 4600 Outdoor Access Point, the HotPort 3103 Indoor Wireless Mesh Node, the HotPort 3203 Outdoor Wireless Mesh Node, the HotPort 3500 Indoor Wireless Mesh Node (models 2403 and 5003), the HotPort 3600 Outdoor Wireless Mesh Node (models 2400 and 5000), the HotPort 6000 Wireless Mesh Nodes (HotPort 6101 Single Radio Indoor Mesh Node, HotPort 6101 Single Radio Outdoor Mesh Node, HotPort 6102 Dual Radio Indoor Mesh Node, HotPort 6102 Dual Radio Outdoor Mesh Node), the HotView Management Software, HotView Pro Management Software, and the HotView Controller. By manufacturing and selling these products, Firetide has in the past and continues to infringe, contribute to the infringement of, or induce the infringement of claims 16, 22 and 33 of the '377 patent, either literally or under the doctrine of equivalents.

15. Proxim manufactures and sells mesh networks and mesh network components, including but not limited to the MeshMax Series of Products, including the 3500WM, 3500W, 5054WM, and 5054W, the ORiNOCO Wi-Fi Mesh Series of Products, including Outdoor Mesh Access Points AP-4000MR and AP4000MR-LR, and the ORiNOCO Public Safety Wi-Fi Mesh Series, including AP4900MR-LR and AP4900M, as well as the ORiNOCO Smart Wireless Controller. By manufacturing and selling these products, Proxim has in the past and continues to infringe, contribute to the infringement of, or induce the infringement of claims 16, 22 and 33 of

the '377 patent, either literally or under the doctrine of equivalents.

16. SkyPilot manufactures and sells mesh networks and mesh network components, including but not limited to the SkyExtender series of products (SkyExtender, SkyExtender DualBand, and SkyExtender TriBand), the SkyAccess DualBand, the SkyGateway series of products (SkyGateway, SkyGateway DualBand, and SkyGateway TriBand), and the SkyConnector and SkyProvision Element Management Systems, as well as SkyControl Element Management System. By manufacturing and selling these products, SkyPilot has in the past and continues to infringe, contribute to the infringement of, or induce the infringement of claims 16, 22 and 33 of the '377 patent, either literally or under the doctrine of equivalents.

17. The infringement of the '377 patent, as alleged in the preceding paragraphs, has injured Linex, and Linex is entitled to recover damages in an amount that adequately compensates it for BelAir's, Cisco's, Firetide's, Proxim's and SkyPilot's infringement of the '377 patent, which in no event can be less than a reasonable royalty.

Claims for Patent Infringement: Count II

18. On January 23, 2007, United States Patent No. 7,167,503 ("the '503 patent"), which is entitled "Distributed Spread-Spectrum Network," was duly and legally issued. A true and correct copy of the '503 patent is attached as Exhibit B.

19. Pursuant to 35 U.S.C. § 282, the '503 patent is presumed valid.

20. By assignment, Linex is the sole owner of the '503 patent and has the exclusive right to enforce the '503 patent.

21. BelAir manufactures and sells mesh networks and mesh network components, including but not limited to the BelAir 50C Wireless Mesh Node, BelAir100 Wireless Multi-service Node, the BelAir100C Wireless Mesh Node, the BelAir100S Strand Mounted Wireless

Multi-service Node, the BelAir200 Wireless Multi-service Switch Router, the BelAir300 Converged Multi-service Wireless Node, and the BelView Network Management System. By manufacturing and selling these products, BelAir has in the past and continues to infringe, contribute to the infringement of, or induce the infringement of claims 1, 2, 15, 18 and 30 of the '503 patent, either literally or under the doctrine of equivalents.

22. Cisco manufactures and sells mesh networks and mesh network components, including but not limited to the Aironet 1500 Series Wireless Mesh Access Points (models 1505 and 1510) and the Cisco Wireless LAN Controllers. By manufacturing and selling these products, Cisco has in the past and continues to infringe, contribute to the infringement of, or induce the infringement of claims 1, 2, 15, 18 and 30 of the '503 patent, either literally or under the doctrine of equivalents.

23. Firetide manufactures and sells mesh networks and mesh network components, including but not limited to the HotPoint 1000R Outdoor Wireless Mesh Router, the HotPoint 1000S Wireless Mesh Router, the HotPoint 1500R Outdoor Wireless Mesh Router, the HotPoint 1500S Indoor Wireless Mesh Router, the HotPoint 4500 Indoor Access Point, the HotPoint 4600 Outdoor Access Point, the HotPort 3103 Indoor Wireless Mesh Node, the HotPort 3203 Outdoor Wireless Mesh Node, the HotPort 3500 Indoor Wireless Mesh Node (models 2403 and 5003), the HotPort 3600 Outdoor Wireless Mesh Node (models 2400 and 5000), the HotPort 6000 Wireless Mesh Nodes (HotPort 6101 Single Radio Indoor Mesh Node, HotPort 6101 Single Radio Outdoor Mesh Node, HotPort 6102 Dual Radio Indoor Mesh Node, HotPort 6102 Dual Radio Outdoor Mesh Node), the HotView Management Software, HotView Pro Management Software, and the HotView Controller. By manufacturing and selling these products, Firetide has in the past and continues to infringe, contribute to the infringement of, or induce the

infringement of claims 1, 2, 15, 18 and 30 of the '503 patent, either literally or under the doctrine of equivalents.

24. Proxim manufactures and sells mesh networks and mesh network components, including but not limited to the MeshMax Series of Products, including the 3500WM, 3500W, 5054WM, and 5054W, the ORiNOCO Wi-Fi Mesh Series of Products, including Outdoor Mesh Access Points AP-4000MR and AP4000MR-LR, and the ORiNOCO Public Safety Wi-Fi Mesh Series, including AP4900MR-LR and AP4900M, as well as the ORiNOCO Smart Wireless Controller. By manufacturing and selling these products, Proxim has in the past and continues to infringe, contribute to the infringement of, or induce the infringement of claims 1, 2, 15, 18 and 30 of the '503 patent, either literally or under the doctrine of equivalents.

25. SkyPilot manufactures and sells mesh networks and mesh network components, including but not limited to the SkyExtender series of products (SkyExtender, SkyExtender DualBand, and SkyExtender TriBand), the SkyAccess DualBand, the SkyGateway series of products (SkyGateway, SkyGateway DualBand, and SkyGateway TriBand), and the SkyConnector and SkyProvision Element Management Systems, as well as SkyControl Element Management System. By manufacturing and selling these products, SkyPilot has in the past and continues to infringe, contribute to the infringement of, or induce the infringement of claims 1, 2, 15, 18 and 30 of the '503 patent, either literally or under the doctrine of equivalents.

26. The infringement of the '503 patent, as alleged in the preceding paragraphs, has injured Linex, and Linex is entitled to recover damages in an amount that adequately compensates it for BelAir's, Cisco's, Firetide's, Proxim's and SkyPilot's infringement of the '503 patent, which in no event can be less than a reasonable royalty.

Demand for Jury Trial

27. Linex demands a jury trial on all claims and issues.

Prayer for Relief

WHEREFORE, Linex prays for entry of judgment:

A. That BelAir, Cisco, Firetide, Proxim and SkyPilot have infringed one or more of the asserted claims of the '377 patent and the '503 patent;

B. That BelAir, Cisco, Firetide, Proxim and SkyPilot account for and pay to Linex all damages caused by the infringement of the '377 patent and the '503 patent, which by statute can be no less than a reasonable royalty;

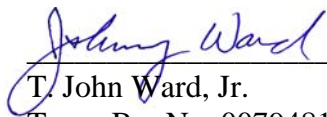
C. That Linex be granted pre-judgment and post-judgment interest on the damages caused by reason of BelAir's, Cisco's, Firetide's, Proxim's and SkyPilot's infringement of the '377 patent and the '503 patent;

D. That costs be awarded to Linex;

E. That Linex be granted such other and further relief that is just and proper under the circumstances.

Respectfully submitted,

Date: 06/01/2007



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